

## **DEPARTMENT OF HEALTH AND MENTAL HYGIENE'S CONFIDENTIALITY STATEMENT FOR TELEWORKING**

The Department of Health and Mental Hygiene (DHMH) is committed to protecting the confidentiality of all employees, clients, and internal and external customers that it serves. Information contained in an employee's personnel file, a client's medical file, etc. is confidential and may be released only to authorized personnel. Information regarding an employee or client should never be discussed or released, except in the context of official DHMH business.

Each employee that is approved to Telework must maintain security of all data and information that is removed from the central office. Appropriate safeguards will be used to secure all confidential data and information in accordance with the policies set forth by their administrations.

Disclosure of such information without proper authorization is a breach of confidentiality. It is the responsibility of each employee approved to telework to read, follow, and acknowledge receipt of this policy. A breach of confidentiality is a very serious offense that may result in disciplinary action, up to and including termination from State Service.

I understand the Department of Health and Mental Hygiene's Confidentiality Statement for Teleworking and the consequences that may occur should I breach this policy.

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**Signature of Employee**

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**Date**

## **DHMH TELEWORKING AGREEMENT**

This agreement, effective \_\_\_\_\_, is between \_\_\_\_\_ (hereinafter referred to as "Employee"), an employee of the \_\_\_\_\_ (hereafter referred to "The Administration"). The parties, intending to be legally bound agree as follows:

### **Scope of Agreement**

Employee agrees that teleworking is voluntary and may be terminated, by either Employee or the Administration, with or without cause.

Other than those duties and obligations expressly imposed on Employee under this agreement, the duties, obligations, responsibilities and conditions of Employee's employment with Administration remains unchanged. Employee's salary and participation in the pension, benefit, and insurance plans shall remain unchanged.

The terms "remote work location" or "remote workplace" shall mean an employee's residence or any remote location approved by the agency. The term "office" shall mean employee's usual and customary agency work address.

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

### **Terms of Agreement**

This agreement shall become effective as of the date first written above, and shall Remain in full force and in effect as long as the employee teleworks.

### **Termination of Agreement**

Employee's participation as a teleworker is entirely voluntary and is available only as long as employee is deemed eligible at agencies sole discretion. There exists no right to telework. Either party may terminate employee's participation as a teleworker, with or without cause, upon reasonable notice thereof, in writing to the other. Administration will not be held responsible for costs, damages or losses resulting from cessation of participation as a teleworker. This writing is not a contract of employment and may not be construed as one.

### **Compensation and Leave**

Employee agrees that work hours will conform to the terms agreed upon by the employee and administration.

Employee agrees to obtain advance supervisory approval before performing

overtime work and before taking leave. Working overtime without such approval may result in termination of teleworking privilege and/or other appropriate action.

### **Work Schedule and Work Status**

Employee agrees that employee's work schedule will be designated in the attached Work Schedule. Any changes to the employee's work schedule must be agreed to by employee's supervisor in advance. Employee agrees to maintain contact with the office as specified in the work schedule.

Employee agrees to perform only official duties and not to conduct personal business while on work status at the remote work location. Personal business includes but is not limited to caring for dependents or making home repairs.

Employee agrees not to conduct any work-related meetings at the remote work location if that remote work location is the employee's home.

### **Work Performance**

Employee agrees to provide regular reports if required by supervisor to help judge work performance. Employee understands that a decline in work performance may result in termination of this agreement by agency.

### **Standards of Conduct**

Employee agrees to be bound by agency regulations, policies, and procedures while working at a remote workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege.

### **Supplies**

Employee agrees to obtain from the central office workplace all supplies needed for work at the remote location and understands that out-of-pocket expenses for supplies regularly available at the central workplace **will not** be reimbursed unless previously approved by agency.

### **Remote Workplace and Workspace**

Employee agrees to designate a workspace within the employee's remote work location for the purposes of determining that the site is safe and free from hazards and other dangers to employee and equipment.

**Inspections**

Employee agrees that administration may make on-site visits to the remote work location for the purposes of determining that the site is safe and free from hazards. Administration must provide employee with at least 24 hours notice of an inspection and make inspections only during normal working hours.

**Reimbursement**

Employee agrees that the administration will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance, etc.) whatsoever associated with the use of the employee's residence or computer equipment. Administration will reimburse employee for expenses authorized by the employee's supervisor and incurred while conducting business with the administration.

**Liability for Injuries**

Employee understands that they are covered under the Maryland Workers' Compensation law if injured in the course of actually performing official duties at the central office workplace or at the remote workplace. Employee agrees to notify their supervisor immediately of any accident or injury that occurs at the remote workplace and to complete the First Report of Injury which may be obtained at the following web address: [www.dhmf.state.md.us/ohr/](http://www.dhmf.state.md.us/ohr/). Administration agrees to investigate such a report immediately and notify the Office of Human Resources within 3 business days of the incident.

Employee understands that the state will not be liable for damages to the employee's personal or real property while the employee is working at the remote work location, except to the extent adjudicated to be liable under Maryland Law.

**Security of Confidential Information**

Employee agrees that all administration-owned data; software and supplies must be properly protected and secured. Administration-owned data, software and supplies must not be used to create employee-owned software or personal data. Employee will comply with all administration policies and instructions regarding security of confidential information. Any software, data or supplies created as a result of work-related activities are owned by the administration and must be produced in the approved format and medium.

**Disclosure**

Employee agrees to protect the administrations records from unauthorized

disclosure or damage and will comply with all requirements of law regarding disclosure of administrations information.

**Other Action**

Nothing in this agreement precludes the administration from taking any appropriate disciplinary or adverse action against the employee if the employee fails to comply with the provisions of this agreement.

**Miscellaneous Conditions**

Employee agrees to participate in all studies, inquiries, reports or analysis relating to teleworking for the Department and understands that such studies and reports are public information. The release of such information shall not be inconsistent with existing laws or regulations regarding public information.

I, \_\_\_\_\_, affirm by my signature below have read and agree to the conditions governing teleworking for the Department of Health and Mental Hygiene.

\_\_\_\_\_  
Signature of Teleworker

\_\_\_\_\_  
Date

## Teleworker Work Schedule

The following work schedule and locations are agreed upon in support of the Administrations Agreement:

### **Main Office Workplace**

Address and Telephone #:

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### **Remote Workplace**

Address and Telephone #:

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### **Work Hours**

<b><u>Weekday</u></b>	<b><u>Hours</u></b>	<b><u>Location (R or M)</u></b>
Monday	<hr/>	<hr/>
Tuesday	<hr/>	<hr/>
Wednesday	<hr/>	<hr/>
Thursday	<hr/>	<hr/>
Friday	<hr/>	<hr/>
Saturday	<hr/>	<hr/>
Sunday	<hr/>	<hr/>
Lunch Period	<hr/>	<hr/>

Signature of Teleworker: 

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Date: 

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Signature of Supervisor: 

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Date: 

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Signature of Appointing  
Authority: 

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Date: 

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## **DHMH Telework Program Remote Workplace Self-Certification Checklist**

Name: \_\_\_\_\_ Administration: \_\_\_\_\_

Remote Work Address: \_\_\_\_\_

Remote Work Telephone: \_\_\_\_\_

Supervisor: \_\_\_\_\_

This checklist is designed to assess the overall safety of your remote workplace and to ensure that you have been properly prepared for teleworking. Upon completion, you must sign and return this form to your supervisor.

### **Work Space Environment**

Is the workplace free of potential hazards that could cause physical harm (frayed wires, bare conductors, loose wires, exposed wires to the ceiling, frayed or torn carpeting seams, uneven floor surfaces)?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Are electrical outlets grounded (3-pronged)? \_\_\_\_\_ Yes      \_\_\_\_\_ No

Do chairs have any loose casters and are the rungs and legs of the chairs sturdy?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Are the telephone lines, electrical cords, and extension wires secured?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Is the office space neat, clean, and free of obstructions and excessive amounts of combustibles? \_\_\_\_\_ Yes      \_\_\_\_\_ No

Is there enough light for reading? \_\_\_\_\_ Yes      \_\_\_\_\_ No

Is there a fire extinguisher easily accessible from the office space? \_\_\_\_\_ Yes      \_\_\_\_\_ No

Is there a working smoke detector within hearing distance of the workspace?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Is the area free from distractions (i.e. children)? \_\_\_\_\_ Yes      \_\_\_\_\_ No

## Employee Orientation

Have you read the Department of Health and Mental Hygiene's Telework Policy?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Have you been provided with a copy of your signed administration's telework agreement? \_\_\_\_\_ Yes      \_\_\_\_\_ No

Have you discussed your schedule with your supervisor? \_\_\_\_\_ Yes      \_\_\_\_\_ No

Have you discussed your performance expectations with your supervisor?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

I, \_\_\_\_\_, certify that all information contained in this  
Name

Checklist is true and complete to the best of my knowledge. I authorize

\_\_\_\_\_ to inspect the remote work location provided I am given  
Supervisor's Name

24 hours notice of this inspection. I understand that any erroneous, misleading or fraudulent information is sufficient grounds for my preclusion from teleworking and/or disciplinary action.

\_\_\_\_\_  
Signature of Teleworker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date